

## MEMORANDUM

**TO:** Parks and Recreation Board

**FROM:** Jesus M. Olivares, Acting Director  
Parks and Recreation Department

**DATE:** January 4, 1996

**SUBJECT:** Parkland Improvement Agreement with Covenant  
Presbyterian Church

For several years, Covenant Presbyterian Church (Covenant), located at 3003 Northland Drive adjacent to both Northwest Recreation Center and Austin Memorial Park (public) Cemetery, has been investigating ways to expand its parking facilities.

Recently, Covenant approached PARD about building a parking lot on adjacent parkland for joint use by patrons of both the church and the recreation center. As proposed, the parking improvements will be designed and constructed by Covenant, and all costs related to the design and construction will be paid in full by Covenant.

At this preliminary stage, the number of spaces is estimated between 100 and 150, and the cost is estimated between \$200,000 and \$250,000. Design and construction plans and specifications will be approved by PARD prior to any construction activity. The proposal will benefit the church and Northwest Recreation Center, both of which suffer from inadequate parking.

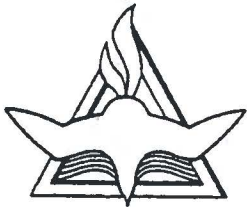
Should the final design necessitate removal of any existing park facilities, Covenant will pay for relocation and/or replacement, as required. Upon completion and acceptance of the improvements by the City, the City will be responsible for maintenance.

No restricted hours for use of the new parking lot are contemplated.

### RECOMMENDATION

Approve negotiation and execution of a Parkland Improvement Agreement with Covenant Presbyterian Church to allow the church to build a joint use parking lot on parkland to serve patrons of both the church and the park/recreation center.

Jesus M. Olivares, Acting Director  
Parks and Recreation Department



**Covenant  
Presbyterian  
Church**

**PASTORS**  
**George S. Cladis**  
**J. Selden Harris**

**DIRECTOR OF  
MUSIC MINISTRIES**  
**Thomas W. Brown**

**DIRECTOR OF  
CHILDREN'S  
MINISTRIES**  
**Jan De Vos**

**BUSINESS  
ADMINISTRATOR**  
**Bonnie Blackman**

December 20, 1995

Mr. Stuart Strong  
Parks and Recreation  
200 South Lamar  
Austin, Texas 78704

Dear Stuart,

Covenant would like to enter into a perpetual agreement with the City of Austin Parks and Recreation to improve the park land at the Northwest Recreation Center on Northland Drive. Covenant is willing to incur the majority of the cost of this improvement to the land in order to provide paved parking for no less than 100 cars with the intention to save as many trees and green space as possible. The Church is also willing to move the Northwest Recreation Center's playscape. We would like to work together with P.A.R.D. on placement, size, location and lighting. This proposed parking lot would be for joint use by the Recreation Center and by the Church with exclusive use by Covenant on Sunday mornings. Covenant is still willing to permit the Recreation Center to use it's present parking lot for overflow parking use when needed.

Covenant would like this request to be considered for approval by the P.A.R.D. Board at the January 9, 1996 meeting.

If you have any questions or need clarification of our request, please feel free to call me at 454-5231.

Sincerely,

Bonnie Blackman  
Business Administrator

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**North** Recreation Center  

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**West** Advisory Board

Northwest Recreation Center, 2913 Northland Drive, Austin, Texas 78758

Ms. Bonnie Blackman, Business Administrator  
Covenant Presbyterian Church  
5912 Balcones Drive Ste. #210  
Austin, TX 78731

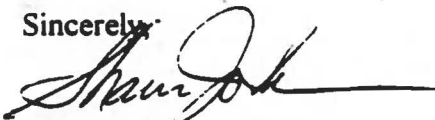
December 6, 1995

Dear Ms. Blackman,

Thank you for attending our Advisory Board meeting on November 6, 1995. The Northwest Recreation Center Advisory Board endorses building a parking lot at the Recreation Center for shared use. We require that the Parks and Recreation Department be included in the decision of the design, location, number of spaces and trees affected.

If you have any questions, please let me know or give Bill Wells a call.

Sincerely,



Shaun Jordan, President  
Northwest Recreation Center Advisory Board





## MEMORANDUM

**TO:** Parks and Recreation Board

**FROM:** Jesus M. Olivares, Acting Director  
Parks and Recreation Department

**DATE:** January 4, 1996

**SUBJECT:** Proposed Interlocal Agreement with City of Rollingwood

The Cities of Rollingwood and Austin share a common city limit bounded on one side by Zilker Park and on the other by residential areas of Rollingwood. Because of their concern about an increase in vandalism and property crimes in Rollingwood, the City of Rollingwood has offered to provide law enforcement services in portions of Zilker Park as shown in Exhibit A (attached). This will increase the visibility and frequency of patrols in the area, and is agreeable to the City of Austin under the terms outlined in the attached Interlocal Agreement.

The City of Rollingwood will provide these services without cost to the City of Austin. Any persons arrested will be taken to the Travis County Central Booking Facility, with prosecution in Austin's Municipal Court if the offense is within that court's jurisdiction. The officers will be regularly commissioned police officers under the command of the Rollingwood Chief of Police.

The term of the proposed Agreement is for one year and may be extended by mutual approval.

I encourage your positive recommendation to City Council.

*Jesus M. Olivares*

Jesus M. Olivares, Acting Director  
Parks and Recreation Department

**ZILKER PARK**

**EXHIBIT A**

Map of Zilker Park, Austin, Texas, showing various landmarks and facilities. The map includes the Austin Nature Center, Zilker Botanical Gardens, McCombs Recreation Center, Barton Springs Pool, and the Umlauf Sculpture Garden and Museum. It also shows the surrounding area with labels like 'TOWN', 'LAKE', and 'ROLLINSWOOD'. A compass rose is located in the top right corner.

# EXHIBIT A



## EXHIBIT "A"

### INTERLOCAL AGREEMENT BETWEEN THE CITIES OF AUSTIN AND ROLLINGWOOD FOR JOINT LAW ENFORCEMENT IN ZILKER PARK

#### RECITALS

The Cities of Austin, Travis County, Texas (Austin) and Rollingwood, Travis County, Texas (Rollingwood) share a common city limit bounded on one side by Austin's Zilker Park and on the other by Rollingwood's residential areas.

Rollingwood desires to provide additional law enforcement in the area in service to the residential areas adjoining Zilker Park and is willing to assign law enforcement duties in Zilker Park to its police officers. The City of Austin is agreeable to such law enforcement under stated terms and conditions.

The cities are empowered to enter into cooperative law enforcement agreements under Chapter 791 of the Government Code.

#### TERMS

1. Parties. The parties to this agreement are the City of Austin, Travis County, Texas and the City of Rollingwood, Travis County, Texas.

2. Law Enforcement Services. Police officers of Rollingwood shall be authorized to provide law enforcement services concerning federal and state penal laws, in the Zilker Park service area outlined in Exhibit A, attached. The designation of a law enforcement service area in Zilker Park shall not be a limitation on the authority conferred on peace officers by Article 14.03 of the Texas Code of Criminal Procedure, as amended. Law enforcement services shall consist of, but not be limited to, investigation of criminal activity, patrols, arrests, assistance to Austin Police Officers on the scene, and the transportation to jail facilities of persons arrested. Law enforcement services shall be provided without expense to Austin.

3. Arrests, prosecution. Rollingwood police shall deliver all persons they arrest in the exercise of their discretion to the Travis County Central Booking Facility. Prosecution of offenses shall be in Austin's Municipal Court if within that court's jurisdiction, and Rollingwood agrees to require its arresting officers to testify in the event of trial.

4. Qualifications, supervision. The law enforcement services to be provided by Rollingwood shall be by regular, commissioned police officers as defined by Art. 2.12 of the Texas Code of Criminal Procedure, who shall at all times be under the command of Rollingwood's chief of police or his or her designee.

5. Responsibility. Rollingwood shall at all times be responsible for the actions of its officers in the performance of law enforcement services under this agreement. Austin shall have no liability for damages caused or alleged to be caused by the actions of Rollingwood police officers.

6. Reports. Rollingwood agrees to keep records concerning its law enforcement activities in the service area and to provide summary information and copies of such records to Austin on request.

7. Review. The parties agree to conduct periodic reviews at the request of either party to coordinate enforcement and related administrative activities.

8. Notice. Any notice given hereunder must be in writing, and may be given by personal delivery or by certified mail, return receipt requested, at the addresses of the parties indicated below:

Austin: City of Austin  
124 West Eighth Street  
P.O. Box 1088  
Austin, Texas 78767

Rollingwood: City of Rollingwood  
403 Nixon Drive  
Austin, Texas 78746

9. Entire Agreement; Amendments. This Agreement contains the entire agreement between the parties respecting the subject matter, and supersedes all prior agreements between the parties regarding these matters. This Agreement may not be modified or amended except by written agreement executed by both parties.

10. Interpretation. This Agreement has been entered into under the authority granted by the Interlocal Cooperation Act. All of its terms and provisions are to be construed and interpreted consistently with that Act.

11. Invalid Provisions. Any clause, sentence, paragraph or article of this Agreement that is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect will not impair, invalidate, or nullify the remainder of this Agreement.

12. Applicable Laws. This Agreement will be construed in accordance with the laws and constitution of the State of Texas. All obligations hereunder are performable in Travis County, Texas, and venue for any action arising hereunder will be in Travis County, Texas.

13. Interlocal Cooperation. Austin and Rollingwood agree to cooperate with each other in good faith at all times in order to effectuate the purposes and intent of this Agreement. Each party hereto

confirms and represents that this Agreement has been duly authorized by their respective governing body.

14. Term. The term of this Agreement is one year. Either party may terminate this Agreement prior to the expiration of its term by giving 30 days' written notice to the other party. The term of this Agreement may be extended subject to mutual approval.

EXECUTED on the date or dates indicated below, to be effective \_\_\_\_\_,  
1995.

CITY OF ROLLINGWOOD, TEXAS

By: \_\_\_\_\_  
Marc Whitehouse, Mayor

\_\_\_\_\_ Date

ATTEST:

\_\_\_\_\_  
Cindy Selman, City Secretary

CITY OF AUSTIN, TEXAS

By: \_\_\_\_\_  
Jesus Garza, City Manager

\_\_\_\_\_ Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Raúl Calderón, Assistant City Attorney

10-10-1000/0000000000



**FACILITIES IMPROVEMENT AND USE AGREEMENT  
FOR ALLISON ELEMENTARY SCHOOL AND CIVITAN PARK  
BETWEEN THE CITY OF AUSTIN AND  
AUSTIN INDEPENDENT SCHOOL DISTRICT**

**RECITALS.**

The City of Austin and Austin Independent School District desire the redevelopment of a playscape to serve students at Allison Elementary School and patrons of Civitan Park.

Private entities have committed to providing funds and volunteer labor to further assist the City and the School District in redeveloping the playscape and making further improvements.

The City and the School District have previously formalized an agreement that encourages joint planning and development of school-park areas.

**TERMS:**

1. The City of Austin (City) and Austin Independent School District (AISD) are the parties to this agreement. The parties acknowledge that private entities have committed funds and resources to the redevelopment of the playscape. Accordingly, the responsibilities set out for each of the parties are not intended to result in a complete undertaking, but are agreed to in reliance of the funds and resources to be provided by nonparties.
2. The playscape to be redeveloped is currently situated on AISD property (Allison Elementary School) bordering City parkland (Civitan Park), more particularly shown on Exhibit "A." All improvements to be made under this agreement shall be kept on AISD property shown on Exhibit "A."
3. The parties anticipate that the design of the playscape improvements shall be provided by private entities to the parties, free of charge. AISD agrees to review and approve the design to ensure conformance to the applicable provisions of the Handbook for Public Playground Safety, 1994, published by the United States Consumer Safety Commission. The City agrees to provide review assistance.
4. The City agrees to remove the existing playscape equipment. In the event that removal is undertaken by private entities, the City agrees to reallocate funds originally budgeted for removal expenses to the purchase of equipment or materials.

Draft November 2, 1995

5. Upon receipt of an approved design, and subject to the reallocation of funds as provided for in Section 4., the City agrees to procure playscape equipment/materials meeting design specifications to the full extent of available funds; such obligation, however, not to exceed \$48,000. The procurement of such equipment/materials shall be undertaken in compliance with the City's purchasing policies and with applicable state laws and city ordinances. The City assumes no liability for claims or personal injuries concerning the playscape except for such claims or injuries shown to have been caused by the acts or omissions of its employees or agents.
6. AISD shall oversee and assume responsibility for the preparation of the site and the installation of the equipment. The City agrees to furnish the services of advisory personnel.
7. Upon completion of the improvements, AISD shall inspect the improvements for ownership and maintenance. Upon acceptance of the improvements by AISD, all equipment and materials warranties shall transfer to AISD. AISD shall maintain and repair the playscape for at least the minimum ten-year period set out in paragraph 8. AISD assumes no liability in connection with the use of the playscape other than liability which may be imposed by law existing as of the date of this Agreement. AISD shall have the right to make alterations to the playscape if required to meet educational or other requirements. In all instances, AISD shall endeavor to substantially retain the full use and benefit of the playscape improvements. AISD shall notify the City of any intended alterations.
8. The parties agree that while school is in session, AISD shall have a reserved use of the playscape for students at Allison Elementary School and for school-associated programs. At all other times during which Civitan Park is open, the public shall have access to a free use of the playscape. The public's right to use of the playscape shall be for a period of not less than ten (10) years and shall be in effect while the improvements are available for use.
9. The parties acknowledge that finalized plans and schedules have not been adopted. The parties agree to adopt the attached Budget (Exhibit "B") and Schedule of Construction (Exhibit "C") to guide the parties until such plans are finalized and accepted.
10. This Agreement confers no third-party beneficiary rights.
11. The Parks and Recreation Department shall administer this Agreement on behalf of the City. The Construction Management Office of AISD shall administer this Agreement on behalf of AISD.

Draft November 2, 1995



## MEMORANDUM

**Date:** December 6, 1995

**From:** The Colorado River Park Master Plan Task Force - Organizing Committee

**To:** Parks and Recreation Advisory Board

**Subject:** Creation of the Colorado River Park Masterplan Task Force

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### **THE NEED**

In the last several weeks representatives of a number of groups have been discussing the need to create a masterplan for the Colorado River Park. The groups making this proposal -- **that the Parks and Recreation Advisory Board create a Colorado River Park Master Plan Task Force** -- include the Austin Parks Foundation, El Concilio, the Montopolis Little League, the Montopolis Neighborhood Association and The Trust for Public Land.

The attached article from the October 22, 1995 issue of the Austin American Statesman outlines the current challenges of creating a master plan for the Colorado River Park.

We believe that the creation of a Colorado River Park Master Plan Task Force will help the city and the Parks and Recreation Department achieve the goal of developing the park and opening it faster and better than without the Task Force.

It would also allow the City and supporting organizations to begin raising money for the development of the park by establishing cost estimates and a realistic park development plan and schedule.

Without a plan and schedule, the development of the Colorado River Park will not begin until sometime in the next century.

### **THE PROPOSAL**

We propose that the Austin Parks and Recreation Advisory Board pass a motion to create the Colorado River Park Master Plan Task Force at your next board meeting, December 12, 1995.

We suggest the motion include but not be limited to the following elements:



## **I. Membership:**

The task force shall be composed of no more than fifteen (15) members. The Parks and Recreation Advisory Board with assistance from the Parks Department staff shall select the members of the task force.

The following is a list of community organizations and public agencies we believe have an interest in serving on the task force. If the listing is preceded by an asterisk that means that an individual from that organization has agreed to serve on the task force if asked.

Suggested organizations and public agencies for task force membership are:

- \*Austin Park and Recreation Advisory Bd
- \*El Concilio
- \*Austin Community College
- \*Capital Metro
- Texas Parks and Wildlife Department
- \*Lower Colorado River Authority
- \*Austin Parks and Recreation Department
- \*The Trust for Public Land
- \*Austin Parks Foundation
- \*Austin Metropolitan Trails Council
- AAA Baseball/Pleasant Valley Sportsplex
- \*South Riverside Neighborhood Association
- Austin Chamber of Commerce
- Priority First
- Buena Vista Neighborhood Association

- \*Montopolis Neighborhood Assn.
- \*Montopolis Little League
- \*East Town Lake Neighborhood Assn.
- Austin Neighborhoods Council
- High Tech Industry Representative
- Austin Independent School District
- Del Valle Independent Sch. District
- Performing Arts Advocate
- Visual Arts Advocate
- \*Travis County
- People with Disabilities (ADA)
- Austin Community Development Bank
- University of Texas
- Barrio Unido Neighborhood Association
- Raney Neighborhood Association

## **II. Duties of the Task Force:**

Note: We believe the Task Force would not have to start at the "beginning" of the planning process since Austin citizens formally proposed the Colorado River Park as a part of the 1987 Town Lake Comprehensive Plan. Last year the environmental board, parks board, and planning commission reviewed, revised and updated the 1987 proposal. So, the following duties are proposed to use the updated Colorado River Park proposal as a base plan.

- 1) The task force shall produce a conceptual master plan and budget for capital improvements to create the Colorado River Park.
- 2) The task force shall use the "updated and revised" maps and proposed uses for the Colorado River Park that were produced in 1994.
- 3) The task force shall hold an initial organizing meeting in December, 1995 and a series of widely advertised community wide meetings -- one each in January, February and March, 1996 -- to solicit ideas for the masterplan.

4) The task force shall identify funds available, as well as fund raising opportunities for the development of the park.

5) The task force shall produce a written recommendations and maps describing its findings and submit these documents to the Parks and Recreation Advisory Board no later than March 31, 1996.

### **III. Staff:**

The Austin Parks and Recreation Department shall provide staff support for the task force work.

### **IV. Funding:**

Up to \$4,000 worth of direct expenses for master plan report production, maps and meeting facilitation will be provided by the Austin Parks Foundation and the Trust for Public Land through a grant from the Lila Wallace - Readers Digest Fund.